

STATE OF CALIFORNIA
BEFORE THE COMMISSION ON JUDICIAL PERFORMANCE

| | | |
|----------------------------|---|--------------------|
| INQUIRY CONCERNING A JUDGE |) | THIRD AMENDED |
| No. 104 |) | NOTICE OF |
| |) | FORMAL PROCEEDINGS |
| |) | |

TO JUDGE G. DENNIS ADAMS:

It appearing that from December 16, 1975 to March 9, 1979, you were a judge of the El Cajon Judicial District, San Diego County, and that from March 9, 1979, to the present you have been a judge of the San Diego County Superior Court, your present term beginning in January 1987; and

Preliminary investigation having been made pursuant to the provisions of rule 904 of the California Rules of Court concerning censure, removal, retirement or private admonishment of judges, during the course of which preliminary investigation you were afforded a reasonable opportunity to present such matters as you chose, and this Commission as a result of the preliminary investigation, having concluded that formal proceedings to inquiry into the charges against you shall be instituted pursuant to section 18 of Article VI of the California Constitution and in accordance with rules 901-922, California Rules of Court,

Now therefore, you are hereby charged with wilful misconduct in office and conduct prejudicial to the administration of justice that brings the judicial office into disrepute.

The particulars of the charges are as follows:

COUNT ONE

It is charged that you and members of your family accepted gifts and favors from James Williams, whose interests were before you or had come before you. You thereby failed to conduct yourself in a manner that promotes public confidence in the integrity and impartiality of the judiciary. This behavior is exemplified by, but not limited to, the following incidents:

A. You presided in the court trial of Security Pacific National Bank v. Williams and a related cross-action, Williams v. Security Pacific National Bank (No. 457728), entering a five million dollar judgment in favor of Williams in March 1986 and reserving jurisdiction to determine attorney's fees and costs on appeal. Williams' counsel in the Security Pacific litigation was Patrick Frega. While the case was on appeal, you contacted Williams, who owned an AMC-Jeep-Renault car dealership, about purchasing a Mercedes 300E. Williams notified you when that type of car was available and personally handled the transaction, selling you a 1986 Mercedes 300E in March 1989. He personally set the sales price of \$20,537, which appeared to be favorable to you.

B. The judgment in the Security Pacific litigation was affirmed on appeal and on January 9, 1990, the remittitur was issued. On January 29, 1990, Williams' counsel signed an acknowledgment of satisfaction of judgment in full. In or about early 1990 you approached Williams and asked him to find

a vehicle for your daughter. On or about March 22, 1990, you received a 1988 Jeep Cherokee from Williams for your daughter. Williams personally handled the transaction. He personally set the sales price of \$13,500, which appeared to be favorable to your family. The total sales price, including taxes and other charges, was \$14,796.74.

At the time of the purchase the only consideration you gave for the Jeep was the trade-in of a 1983 Oldsmobile Regency. The original invoice, dated March 22, 1990, showed a value of \$800 for the trade-in. On April 16, 1990, you caused a cashier's check in the sum of \$5000 to be paid to the dealership for the Jeep. On May 7, 1990, the dealership sold the Oldsmobile to a third party for \$800. On or about June 4, 1990, "Patrick R. Frega, counselor at law, a professional corporation" wrote Williams a check for \$9796.74, a sum equal to the total sales price of \$14,796.74 minus the \$5000 Williams had received from you on April 16. The check indicated that the payment related to Williams v. Security Pacific National Bank, the case in which you had awarded Williams \$5 million. A copy of the check is attached. On June 7, 1990, you wrote a check to Patrick Frega personally for \$5,672.40. The check indicated it was a "pay off" on your daughter's car. A copy of the check is attached.

C. In or about November and December 1991, Williams' dealership performed repairs on your daughter's Jeep. Williams gave you a 10% discount on parts and labor, resulting in a

balance due of \$8500. On December 9, 1991, you paid Williams \$7000 on this bill. On the same day, "Patrick R. Frega, counselor at law, a professional corporation" paid Williams' dealership \$1500 on the bill.

D. In or between September and December 1991, Williams' dealership and Patrick Frega arranged for a rental car for your daughter while her Jeep Cherokee was at the dealership for repairs. Patrick Frega paid \$1,063.53 for the car rental in January, 1992.

E. In or about 1991, Williams gave you a set of wheels for your 1981 Mercedes. In or about May 1991, Williams' dealership had detail, refinish, and polish work performed on your 1981 Mercedes at a cost of \$511.82. Frega paid the \$511.82 bill in or about July, 1991.

F. In December 1990, the same year that Williams received payment of his five million dollar judgment, he gave you a sweater you valued at \$150.

COUNT TWO

It is charged that you received gifts from attorneys whose interests had or were likely to come before you. Your relationship to these attorneys and their law firms, including the receipt of gifts, was such that a person aware of the facts might reasonably entertain a doubt that you would be able to be impartial.

It is charged that in proceedings involving these attorneys and their law firms, you failed to disqualify yourself or to make full disclosure on the record of your relationship with the attorneys and their law firms and the gifts received from them and thereafter obtain a written waiver of disqualification. In cases where your sole involvement was to preside over settlement conferences, you failed to make adequate disclosure of the relationship with the attorneys and their law firms and the gifts received from them.

You thereby failed to conduct yourself in a manner that promotes public confidence in the integrity and impartiality of the judiciary. This behavior is exemplified by, but not limited to, the following incidents:

1. Patrick Frega

Beginning in July 1987, you developed a friendship with Patrick Frega and began to collaborate with him on your novel entitled "Bitter Triumph." The collaboration continued into 1991. You received gifts from Patrick Frega and his law offices, including but not limited to the following: On July 2, 1987, Patrick Frega and his wife took you and your wife out to dinner to celebrate his award from the San Diego Trial Lawyers Association as Trial Lawyer of the year, arising from his victory in the Security Pacific v. Williams case. You valued the dinner at \$100. You also reported accepting the loan of Frega's computer from December 1, 1987, to June 30,

1988, and from November 1, 1989, to December 31, 1990. You valued these loans at \$1300. In or about July 1991, Frega paid \$511.82 for the May 1991 detailing, refinishing, and polishing of your 1981 Mercedes by Williams' dealership. On or about June 4, 1990, Frega paid Jim Williams \$9796.74 toward the purchase of your daughter's Jeep. Of this sum, at least \$4124.34 was Frega's contribution for the purchase of the Jeep. On December 9, 1991, Frega contributed \$1500 toward repairs performed on the Jeep. In or about January 1992, Frega paid \$1,063.53 for the rental of a car for your daughter while her Jeep was at Williams' dealership for repairs.

Patrick Frega or members of his firm have appeared before you since July 2, 1987, in the following cases:

Smith v. City of San Diego (No. 524205)

Levinson v. Parkview Company No. 3 (consol. under No. 542916)

Hursh v. Parkview Company No. 3 (consol. under No. 564245)

Aegea v. Harbor View (No. 587045)

Goldman v. Parkview Company No. 3 (consol. under No. 597671)

Oliver v. A. O. Reed (consol. under No. 604538)

Rodkin v. Parkview Company No. 3 (consol. under No. 608310)

Giganti v. Parkview Company No. 3 (No. 622601)

Somo v. Parkview Company No. 3 (No. 632554)

2. Ault, Midlam & Deuprey Firm

In 1985, you were represented in a legal matter by members of the Ault, Midlam & Deuprey law firm (now Ault, Deuprey, Jones, Danielson & Gorman). In December 1986, you accepted a legal fee write-off of \$600 from the Ault, Midlam & Deuprey firm.

Members of Ault, Midlam & Deuprey, and its successor firms, have appeared before you since December 1986 in numerous cases, including the following:

Kempland v. Ashcraft (No. 477940)

Ohio Casualty v. May (No. 580471)

Houshar v. Fire Insurance Exchange (No. 580545)

Simms v. Mountain View (No. 586511)

Wimpey v. Body (No. 609298)

North Rim Homeowners Assn. v. Douglas Allred Co. (No. 611339)

Albright v. Motoring Specialist (No. 612231)

Oaks North Villas Condo Assn. v. Rancho Bernardo Devlp. Co. (No. 616269)

Green v. Coopers (No. 625379)

Villas of Calavera Hills Homeowners Assn. v. Pacific Scene, Inc. (No. 626803)

3. Duckor & Spradling Firm

In October 1989, you accepted the use of Michael Duckor's desert condominium for a weekend. In the Summer of 1989 or

1990, you were a guest of Duckor's firm, Duckor & Spradling, on a day-long fishing trip.

Members of Duckor & Spradling have appeared before you since October 1989 in several cases, including the following:

Woodburn v. Savage (No. 592028)

Pacific Raquet Club v. McKeller (No. 604986)

McKay v. Inter-Mac (No. 607530)

You also have regularly appointed Michael Duckor as a special master from approximately 1989 to the present.

COUNT THREE

It is charged that you have provided advice to Patrick Frega and members of his firm regarding cases being handled by the firm. You thereby failed to conduct yourself in a manner that promotes public confidence in the integrity and impartiality of the judiciary. This behavior is exemplified by, but not limited to, the following incidents:

A. In late 1988 or January 1989, you assisted Frega associate George Manning in preparing a settlement conference brief in Wolf v. Shifflett (San Diego County Superior Court No. 559954).

B. In or about early 1989, you assisted George Manning in preparing a settlement conference brief in Smith v. Harcourt, Brace, Javanovich (San Diego County Superior Court No. 596425)

and Webber v. Harcourt, Brace, Javanovich (San Diego County Superior Court No. 600212).

C. In Spring 1989, you met with Patrick Frega and discussed the case Romero v. Stevenson (San Diego County Superior Court No. 525789), in which Frega represented the plaintiff. You provided advice, including a recommendation that Frega file a Tarasoff motion (Tarasoff v. Regents of University of California (1976) 17 Cal.3d 425.) The Frega firm filed such a motion on August 21, 1989.

D. Between February 1988 and April 1988, you communicated with Patrick Frega regarding proceedings in Gustafson v. Security Pacific (Los Angeles County Superior Court No. C434296). Your communications included review of the special verdict at Patrick Frega's request and providing him with your opinion regarding it. This case involved issues similar to those in Security Pacific v. Williams, which was pending on appeal at the time of these communications.

COUNT FOUR

It is charged that in your responses to inquiries from the Commission on Judicial Performance, you have made material omissions and misrepresentations and demonstrated a lack of candor. You thereby failed to conduct yourself in a manner that promotes public confidence in the integrity of the

judiciary. This behavior is exemplified, but not limited to, the following incidents:

A. The Commission inquired by letter dated October 18, 1991, into a declared gift of a \$150 sweater from Jim Williams, asking you to comment,

"in light of Canon 5C(4). The commission would also appreciate information regarding any appearances before you by any of the donors listed above, or any attorney or entity associated with a donor, since January 1, 1985. Please describe any appearance by a donor or associate and indicate whether you have taken any legal action affecting a donor or associate, or whether you have recused yourself from a case involving a donor or associate."

You responded by letter dated November 1, 1991, "This was a Christmas gift from Williams who is a personal friend and has no business before me." You failed to disclose that Williams had been a litigant before you in 1985-1986, to whom you had awarded a five million dollar judgment.

B. The Commission inquired by letter dated December 10, 1991, "In 1991 have you received any gift requiring disclosure on the upcoming Statement of Economic Interest, or anything at all from any donor listed in our letter of October 18?" The letter of October 18 referred to both Patrick Frega and Jim Williams as donors. In a letter to the commission dated

January 26, 1992, you wrote, "I received no gifts requiring disclosure and nothing from any of the donors listed in the letter of October 18th." You failed to disclose either the discount given by Williams' dealership in November 1991 on the repairs to your daughter's Jeep Cherokee or the \$1500 payment on those repairs by Patrick Frega in December 1991. You also failed to disclose the set of rims given to you for your 1981 Mercedes by Williams' dealership on or about May 1991, and the \$511.82 bill paid by Patrick Frega on or about July 1991, for detail, refinish, and polish work on your 1981 Mercedes through the Williams' dealership.

C. In a letter to the commission dated April 27, 1992, your attorney wrote, "A separate check was written by Judge Adams in the amount of \$5,672.40 to the dealership. . . ." This statement was false. The check was written to Patrick Frega.

D. The Commission inquired by letter dated October 18, 1991, into a declared gift of legal services by the firm of Ault, Midlam & Deuprey, asking you to comment as set forth in section A above. You responded by letter dated November 1, 1991, "Because of our friendship, Tom Ault has never appeared in front of me." You failed to disclose that members of the Ault, Midlam & Deuprey firm (later called Ault, Deuprey, Jones, Danielson & Gorman) appeared before you on numerous occasions after January 1, 1985, including the following cases:

Kempland v. Ashcraft (No. 477940)

Ohio Casualty v. May (No. 580471)

Houshar v. Fire Insurance Exchange (No. 580545)

Simms v. Mountain View (No. 586511)

Body v. Wimpey (No. 609298)

North Rim Homeowners Assn. v. Douglas Allred Co. (No. 611339)

Albright v. Motoring Specialist (No. 612231)

Oaks North Villas Condo Assn. v. Rancho Bernardo Devlp. Co. (No. 616269)

Green v. Coopers (No. 625379)

Villas of Calavera Hills Homeowners Assn. v. Pacific Scene, Inc. (No. 626803)

E. The Commission inquired by letter dated October 18, 1991, into declared gifts from Patrick Frega, asking you to comment as set forth in Section A above. You responded by letter dated November 1, 1991, that "Pat Frega does not appear in front of me and I will not hear one of his cases." You also stated, "I will not hear a Frega case." In a follow-up letter from the Commission dated November 8, 1991, asking whether Frega had appeared before you before he gave you gifts, you falsely responded in a letter dated November 14, 1991, "Mr. Frega last appeared before me in 1984." In both of your written responses you failed to identify the following cases that came before you after 1984 involving Patrick Frega and his firm:

Security Pacific v. Williams (No. 457728)
Smith v. City of San Diego (No. 524205)
Ackerman v. Rogers and Wells (consol. under No. 535603)
Levinson v. Parkview Company No. 3 (consol. under No.
542916)
Hursh v. Parkview Company No. 3 (consol. under No. 564245)
Aegea v. Harbor View (No. 587045)
Goldman v. Parkview Company No. 3 (consol. under No. 597671)
Oliver v. A. O. Reed (consol. under No. 604538)
Rodkin v. Parkview Company No. 3 (consol. under No. 608310)
Giganti v. Parkview Company No. 3 (No. 622601)
Somo v. Parkview Company No. 3 (No. 632554)

F. When the Commission inquired by letter dated October 18, 1991, into your declared stay at Michael Duckor's desert condominium in October 1989, you responded by letter dated November 1, 1991, "I recuse myself from all Duckor matters although the court uses him as a special master in cases involving construction defects." You failed to disclose that the Duckor & Spradling firm had appeared before you in the following cases:

McKay v. Inter-Mac (No. 607530)
Pacific Raquet Club v. McKeller (No. 604986)
Woodburn v. Savage (No. 592028)

It is asserted that your conduct as charged in this notice constitutes wilful misconduct in office and conduct prejudicial to the administration of justice that brings the judicial office into disrepute within the meaning of the California Constitution, Article VI, section 18, subdivision (c).

The filing and service of this notice does not foreclose the Commission on Judicial Performance from bringing additional charges against you at a later date by amendment.

You have the right to file a written answer to the charges against you within fifteen days after service of this notice upon you. The answer must be filed with the Commission on Judicial Performance, 101 Howard Street, Suite 300, San Francisco, California 94105. The answer must be verified, must conform in style to California Rules of Court, rule 15, subdivision (c), and must consist of an original and eleven legible copies.

BY ORDER OF THE COMMISSION ON JUDICIAL PERFORMANCE

DATED: October 14, 1993


CHAIRPERSON

635966

SAN DIEGO, CA 92111
Phone 560-71

PAYROLL
CHECK

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| JAMES J WILLIAMS | 6 05 90 | 6314.00 |

SIX THOUSAND THREE HUNDRED FOURTEEN AND NO/100 DOLLARS

VOID AFTER 90 DAYS
RANCHO JEEP/EAGLE

FIRST INTERSTATE BANK OF CALIFORNIA

Branch Office
3527 Rainbow Drive
SAN DIEGO, CA 92111

Dady & Blumberg
Branch Office

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⑈0000979674⑈

PATRICK R. FREGA

COUNSELOR AT LAW • A PROFESSIONAL CORPORATION

1908 EXECUTIVE COMPLEX PH 1619 235-4044

1010 SECOND AVENUE
SAN DIEGO, CA 92101

| DATE | DESCRIPTION | AMOUNT |
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James J. Williams and Seven Hundred Ninety Six and 00/100

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| <i>James J. Williams</i> | <i>6/5/90</i> | <i>6314.00</i> |

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FOR DEPOSIT TO THE ACCOUNT OF

JAMES J. WILLIAMS

1403 VISTA DEL OCEANO
DEL MAR, CA 92011

USE OTHER SIDE FOR
ADDITIONAL LISTING

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STATE OF CALIFORNIA
BEFORE THE COMMISSION ON JUDICIAL PERFORMANCE

INQUIRY CONCERNING A JUDGE
No. 104

FOURTH AMENDED
NOTICE OF
FORMAL PROCEEDINGS

TO JUDGE G. DENNIS ADAMS:

This Fourth Amended Notice of Formal Proceedings incorporates the Third Amended Notice of Formal Proceedings in Inquiry No. 104 in its entirety and amends the Third Amended Notice of Formal Proceedings as follows:

1. Insert as the second and separate paragraph to subdivision B of Count One the following: On or about February 1990, you and your guest, along with approximately twenty-five other guests, attended a dinner party in celebration of the payment of the five million dollar judgment, plus interest, that you awarded to Jim Williams in *Williams v. Security Pacific National Bank*. Jim Williams, Patrick Frega and members of Frega's law firm attended the celebration party which Frega paid for at a cost of approximately \$1,500.

2. Insert as the last and separate paragraph to subdivision B of Count One the following: On or about the fall of 1991, you and a guest were the guests of Jim Williams for a 3-day, 2-night cruise aboard his power boat that went to Catalina Island from Dana Point, California, and then on to San Diego, California. You were driven to Dana Point in a limosine provided

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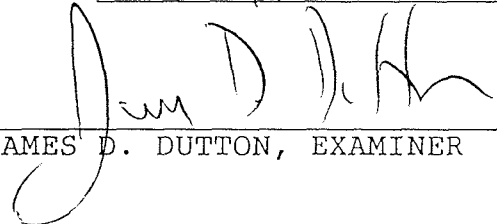
by Williams. This trip was a gift to you of a value in excess of \$100.

3. Insert as the second and separate paragraph to subdivision 1 of Count Two the following: On or about February 1990, you and your guest, along with approximately twenty-five other guests, attended a dinner party in celebration of the payment of the five million dollar judgment, plus interest, that you awarded to Jim Williams in *Williams v. Security Pacific National Bank*. Jim Williams, Patrick Frega and members of Frega's law firm attended the celebration party which Frega paid for at a cost of approximately \$1,500.

4. Insert at the end of the first paragraph of subdivision 3 of Count Two the following: Between the summer of 1989 and the end of 1991, you were a guest of Duckor & Spradling for a second, day-long fishing trip. Each trip cost in excess of \$50 per person and was paid for by the sponsoring law firms.

DATED:

11/10/93


JAMES D. DUTTON, EXAMINER

JDD:ab

STATE OF CALIFORNIA
BEFORE THE COMMISSION ON JUDICIAL PERFORMANCE

INQUIRY CONCERNING A JUDGE
No. 104

FIFTH AMENDED
NOTICE OF
FORMAL PROCEEDINGS

TO JUDGE G. DENNIS ADAMS:

This Fifth Amended Notice of Formal Proceedings incorporates the Fourth Amended Notice of Formal Proceedings and the Third Amended Notice of Formal Proceedings in Inquiry No. 104 and amends the Third Amended Notice of Formal Proceedings as follows:

1. Insert as the second and separate sentence to subdivision C of Count Three the following: In the first five months of 1989, you met with George Manning, an associate in the law firm Frega and Tiffany, and discussed Romero v. Stevenson.
2. Insert after the words "you provided advice" in subdivision C of Count Three the following: to George Manning.
3. Strike the line "Oliver v. A. O. Reed (consol. under No. 608310)" from subdivision E of Count Four.

DATED: 4/5/94

James D. Dutton
JAMES D. DUTTON, EXAMINER

JDD:szl